

**Request for Proposal (RFP) for:**

# **Confined Space Gas Monitoring System**



## **Job No. 07-14-PW**

**City of Kirkland  
Public Works Department  
123 Fifth Avenue  
Kirkland, WA 98033**



## City of Kirkland REQUEST FOR PROPOSAL

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### I PURPOSE OF REQUEST

The City of Kirkland is soliciting proposals for a Confined Space Gas Monitoring System leading to the lease a new system for the Public Works Maintenance Staff entering confined spaces.

### II RFP PROCESS TENTATIVE SCHEDULE

The City will attempt to follow this timetable, which should result in a final selection by January 31, 2014.

Issue RFP	December 30, 2013
Deadline for questions – 4:00 pm	January 7, 2014
Answers to questions released - Noon	January 9, 2014
Deadline for submittal of proposals – 4:00 pm	January 14, 2014
Implementation of agreement	TBD

These dates are estimates and subject to change by the City.

### III SUBMITTAL INSTRUCTIONS

Proposals must be submitted no later than **4:00 pm on Thursday, January 14, 2014.**

We encourage that proposals be submitted by email. Emailed proposals should include "Gas Monitoring System" in the subject line and be addressed to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov). (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland  
Attn: Barry Scott – Job No. 07-14-PW  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

#### Questions:

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov) or by phone to 425-587-3123.

Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Bobbi Wallace, Surface Water/Wastewater Division Manager, at [bwallace@kirklandwa.gov](mailto:bwallace@kirklandwa.gov).

## **IV BACKGROUND**

The City of Kirkland, Public Works Department Operations Divisions have owned and operated their gas monitors for field safety use and have found it difficult and costly to maintain and test the sensitive monitors.

## **V SCOPE OF SERVICES**

This section provides contract requirements for the Confined Space Gas Monitoring Services requested by the City. Minimum requirements are listed here; however, the City of Kirkland is open to alternatives to meet the requirements described below.

1. Coordinate with City staff to determine best location to install monitoring equipment, how system will connect with computer, and level of service for repair and replacements.
2. Perform necessary data collection; including current building spaces (Some plans are available of the existing buildings); to identify cable drops and electrical connections and counter space available for monitors.
3. Perform appropriate assessment and feasibility analyses including general cost estimating, with consideration of pertinent and varying levels of gas monitoring system.
4. Provide initial program concept.
5. The preparation and production of final contract documents for ready lease submittal;
6. Include allowances for a few staff meetings with IT and field staff to go over the system and train staff on applications – software and hardware.
7. Supply of all instruments and related equipment necessary to perform gas detection functions, including routine maintenance, per the user application.
8. Manufacturer hosted software platform for system management and program administration.
9. Web based, graphical user interface for 24/7 user access to gas monitoring data and fleet management functions.
10. Full Duplex, 100 Mbit, IP v4 Ethernet compatible docking stations to perform automatic instrument calibration, testing, data capture and communication to host software.
11. Communication between docking stations and instrument hardware.
12. Continuous monitoring of instrument/docking station fleet by manufacturer via the Internet.
13. 1-for-1 exchange of any equipment requiring service or maintenance above and beyond routine field calibration.
14. Supply of parts for customer maintained equipment as necessary.
15. Automatic alert of equipment requiring maintenance or service.
16. Guaranteed 48 hour response from the time of alert to exchange or supply of parts (per program agreement) for equipment requiring service.
17. Remote monitoring of calibration gas usage and option for automatic replenishment of calibration gas.
18. Remote management of instrument functional test, calibration, diagnostic testing and data download schedules.

19. Remote management of all instrument settings and optional features.
20. Remote access to all program data via the internet from any web enabled PC or mobile device.
21. Centralized management of equipment fleet regardless of physical location.
22. Documented on-line history of calibration and bump test records as well as changes to instrument settings, sensor and gas cylinder installation.
23. Support of major web browsers including, but not limited to, Internet Explorer, Firefox, Safari, Android and Chrome.
24. Secure, off-site, unlimited storage of all instrument data.
25. Automatic firmware upgrades of instruments and docking stations on-site via Internet and docking station hardware.
26. Automatic emailed reports of instrument fleet status, instrument alarm summaries, and overdue maintenance conditions.
27. Program performance index which benchmarks client gas detection performance against industry best practices and other similar industry subscribers.
28. Live technical support from customer-oriented, knowledgeable staff of gas detection professionals available on demand.

## **VI QUALIFICATIONS**

The following items are to be clearly addressed in the proposal in the order shown here.

1. Quality of response to the RFP;
2. Relevant experience of gas monitor lease equipment and software program in a municipal maintenance facility;
3. Costs/Fees associated with providing services;
4. Ability to perform work in a timely manner; and
5. References from public agencies where similar program is in place.

## **VII TERMS AND CONDITIONS**

1. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
2. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
3. The City reserves the right to award any contract to the next most qualified consultant, if the successful consultant does not execute a contract within 30 days of being notified of selection.
4. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
5. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A

copy of the City's standard Professional Services Agreement is provided (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.

6. The City shall not be responsible for any costs incurred by the consultant in preparing, submitting or presenting its response to the RFP.

**Contract:** The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a General Services Contract (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**Cooperative Purchasing:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**Compliance with Laws:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

## VIII EVALUATION PROCESS

Proposals will be evaluated by a committee of City staff. Evaluations will be based on criteria outlined herein. All proposals will be evaluated using the same criteria. The criteria used will be:

### A. Ability to Perform Required Services

The City will consider all the relevant material submitted by each supplier, and other relevant material it may otherwise obtain, to determine whether the supplier is capable of providing services of the type and scope specific to the RFP. The following elements may be given consideration by the City in determining whether a consultant is capable:

1. Ability, capacity and skills of the supplier to perform the scope of services, and implement program in a timely manner.
2. References – Provide at least three (3).

### B. Fees

Fees proposed for services to be performed.

### C. Schedule

Ability to meet the City's schedule for implementation in February, 2014.

D. Unique Features

Factors that differentiate you from your competition that provide added value to the City.

E. Interviews

If necessary, the City may conduct interviews as part of the final selection process. Interviews will be scored separately.

<b>Component</b>	<b>Score</b>
Responsiveness to the RFP	5 points
Ability to Perform Services	40 points
Fees	30 points
Ability to meet the schedule	5 points
References	15points
Unique Features	5 points
<b>Total</b>	<b>100 points</b>



***SAMPLE***

## **GENERAL SERVICES CONTRACT**

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and

\_\_\_\_\_ (hereinafter the "Contractor"), whose address is

\_\_\_\_\_.

*(street, city, state, zip)*

### **I. SERVICES PROVIDED**

The Contractor agrees to provide all necessary labor to perform the following services for the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **II. CONDITIONS/ARRANGEMENTS**

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Additional services/program details:

\_\_\_\_\_  
\_\_\_\_\_

- C.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

- E. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

### **III. DURATION**

The services of the Contractor shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2014, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

### **IV. PAYMENT**

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

### **V. LIABILITY INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

#### **A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

- 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
- 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.



**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Occurrence Basis**

Any policy of required insurance shall be written on an occurrence basis.

**V. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The

Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

#### **VI. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

#### **VII. NONDISCRIMINATION**

The Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

#### **VIII. TERMINATION OF CONTRACT**

This Agreement may be terminated by the City by giving ten (10) business days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

#### **IX. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**X. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and City of Kirkland laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XI. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to: \_\_\_\_\_, Attention: \_\_\_\_\_  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

**XII. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with the Request for Proposals and the Proposal, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
(signature)  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, Zip \_\_\_\_\_  
Phone(s) \_\_\_\_\_  
SS#/Tax ID# of Payee: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_